



## **Professional Service Insurance Requirements**

*The following requirements shall not be construed to limit the liability of the Engineer/Architect or its insurer(s). The City does not represent that the specified coverages or limits of insurance are sufficient to protect the Engineer's/Architect's interests or liabilities. Required coverages are to be maintained without interruption from the date of the commencement of the work until date of final payment and termination of any coverage required to be maintained after final payment. For purposes of this document, the term Contractor refers to the project Architect or Engineer. Questions regarding these requirements should be directed to Nancy Schuessler, Risk Management Specialist at (785) 309-5705.*

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### **Professional Liability - Errors and Omissions**

The *Contractor* shall provide Architects or Engineers Professional Liability Insurance with limits not less than \$500,000, covering the liability of the *Contractor* and any and all consultants, agents, independent contractors, etc. which are employed or retained by the *Contractor*. The insurer must be acceptable to the City of Salina. In the event coverage provided is a claims made coverage, the insurance shall be maintained for a period of not less than three (3) years after completion of the contract or in lieu thereof purchase of tail coverage (extended reporting period) under which the City of Salina shall be afforded protection. Upon review of each project, the Risk Management Department may require higher or lower coverage limits.

In lieu of the above coverage, the *Contractor* may provide the described coverage for his own firm in the above amount and submit proof all his consultants, agents and independent contractors have insurance deemed adequate by the City of Salina.

### **Certificate(s) of Insurance**

Certificate(s) of Insurance acceptable to the City shall be filed with the City at the time the contract between the City and the *Contractor* is executed. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled or substantially changed until at least thirty (30) days prior written notice has been given to the City and acknowledged. Note: if the Contractor is subject to worker's compensation law a certificate shall be provided.

### **Notice of Claim**

The *Contractor*, upon receipt of notice of any claim in excess of \$1,000 in connection with this contract shall promptly notify the Risk Management Department, (785) 309-5705, providing full details thereof, including an estimate of the amount of loss or liability.

### **Indemnification Clause**

The *Contractor* agrees to indemnify and save harmless the *City*, its officials, agents, servants, officers, directors and employees from and against all claims, expenses, demands, judgements and causes of action for personal injury or death or damage to property where, and to the extent that, such claims, expenses, demands judgement or causes or action arise from the *Contractor's* negligent acts.